

## **REMARKS**

Reconsideration of the rejections set forth in the Office action dated 3/11/03 is respectfully requested under the provisions of 37 CFR §1.111(b) and 1.114.

Claims 1-24 are pending.

Claims 1-24 stand rejected.

Claims 1, 11, and 15 were amended. Claim 1 was amended clarify that the cryptographic service provider receives information and applies a cryptographic service to that information to satisfy the contract. Independent claims 11 and 15 were similarly amended.

### ***I. Petition for Extension of Time***

Applicant petitions for a one-month extension of time and has included the authorization for the fee therefore.

### ***II. Drawings***

Applicant thanks the Examiner for approving the drawing correction submitted on 12/27/02. Formal versions of the approved drawings are provided herewith.

### ***III. Rejections under 35 USC §102(e)***

Claims 1-5, 9, 11-13, 15-19 and 23 stand rejected as being anticipated by Yamamoto (6,078,663).

Applicant respectfully traverses this rejection because Yamamoto does not teach or enable each of the claimed elements as interpreted by one of ordinary skill in the art.

Currently amended claim 1 is directed to a method for pricing a cryptographic service (for example, but without limitation, a service for encrypting data). A user who desires to off-load a cryptographic operation from the user's computer can select a

cryptographic service provider to perform the cryptographic operation for the user (by selecting the appropriate cryptographic service). The cryptographic service provider receives a request for the desired service and generates a contract based on a variable pricing scheme and sends the contract to the user. The user then sends the information to the cryptoserver. The Cryptoserver then causes the contracted-for cryptographic service to be applied to the user-supplied information and thus satisfy the contract.

This aspect of the invention is captured in currently amended Claim 1:

A method for pricing a cryptographic service on a network utilizing one or more cryptoservers, comprising:

- (a) receiving a request for the cryptographic service from a user utilizing the network, wherein the request is received by a cryptographic service provider;
- (b) generating a contract based on a variable pricing scheme in response to the request; and
- (c) sending the contract from the cryptographic service provider to the user utilizing the network;
- (d) receiving, by the cryptographic service provider, information from the user; and
- (e) applying the cryptographic service to the information using the one or more cryptoservers to satisfy the contract.

Yamamoto teaches techniques for distributing encrypted information from an information providing center to a user who has agreed to a fee for the providing of the information as well as the strength of the encryption used to protect the provided information. As such, Yamamoto is a provider of encrypted data. Thus, the user is simply contracting for access to encrypted information stored at the providing center. This is completely different from the claimed invention where the user is requesting pricing for a cryptographic service to be performed by the cryptographic service provider.

In one aspect of the invention of amended claim 1, the cryptographic service

provider provides a cryptographic service to the user. For example, where the cryptographic service performs a data encryption operation, the user's client computer generates a tunnel on the network, sends information necessary for the cryptographic service to perform the data encryption operation (for example, the data to be encrypted and a key), waits, and then receives the encrypted data. Thus, the user's computer need not perform the cryptographic operation as the service provider's cryptographic service performs that operation for the user for a price.

Amended claim 1 is directed towards the cryptographic service provider offering the cryptographic service desired by the user for a price. Because the cryptographic service is valuable and because there may be multiple cryptographic service providers who provide different terms and prices for the desired cryptographic service, the service provider provides a contract offering the desired cryptographic service and sends that contract to the user. Once the user accepts the contract, the user sends his information to the cryptographic service provider. The cryptographic service provider then applies the contracted-for cryptographic service to the information thus satisfying the contract.

Yamamoto's technology simply provides encrypted information from an information provider. Yamamoto discloses a file server that is enhanced to provide encryption to the information in the served files and where a user can select a trade-off between the strength of the encryption, the amount of time it takes to provide the encrypted data, and the user's cost. Yamamoto does not provide a user with any mechanism to apply a cryptographic service to user-supplied information.

The invention of amended claim 1 provides an encryption service for a user and this is completely different from Yamamoto's encrypted file server. Thus, Yamamoto does not teach or enable each of the claimed elements as interpreted by one of ordinary skill in the art; and amended **claims 1, 11 and 15**, are not anticipated by Yamamoto.

Amended **claims 2-5 and 9** depend on and further limit claim 1 (either directly or through intervening claims). Thus, these claims are also not anticipated.

Amended **claims 12-13** depend on and further limit claim 11. Thus, these claims are also not anticipated.

Amended **claims 16-19 and 22-24** depend on and further limit claim 15 (either directly or through intervening claims). Thus, these claims are also not anticipated.

#### ***IV. Rejections under 35 USC §103(a)***

Claims 6-8, 14, 20-22 and 24 stand rejected under 35 USC §103 as being unpatentable over Yamamoto in view of Coyle (6,269, 157). This rejection is respectfully traversed in view of the following arguments.

These claims depend on and further limit (either directly or through intervening claims) amended **claims 1, 11, and 15**.

Yamamoto has been previously discussed in section III.

Coyle teaches a computerized bidding system for selecting telecommunication carriers.

Currently amended claims 1, 11 and 15 are patentable over both Yamamoto and Coyle either separately or combined because these references would not teach a suggestion or modification that would appear to be sufficient to have made the invention of currently amended claim 1, 11 or 15 obvious to one of ordinary skill in the art because the combination of these references would only teach an encrypted file provider that has bidding capability instead of an encryption service that performs a cryptographic service to information provided by a user to satisfy a contract.

Amended **claims 6-8, 14, 20-22 and 24** depend on (either directly or through intervening claims) independent amended claims 1, 11, or 15. Thus amended claims 6-8, 14, 20-22 and 24 are also patentable.

Amended **claim 10** stands rejected under 35 USC §103 as being unpatentable over Yamamoto in view of Schneier et al. (5,596,404). This rejection is respectfully traversed in view of the following arguments.

Yamamoto has been previously discussed in section III.

Schneier teaches a method of creating a digital signature. Nothing in Yamamoto or Schneier teaches or suggests the invention of currently amended claim 1.

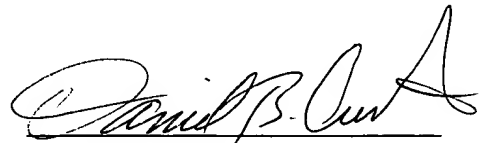
Claim 10 depends on (through intervening claims) and further limits currently

amended claim 1 that is patentable. Thus, claim 10 is patentable.

Since all rejections, objections and requirements contained in the outstanding official action have been fully answered or traversed and shown to be inapplicable to the present claims, it is respectfully submitted that reconsideration is now in order under the provisions of 37 CFR §1.111(b) and such reconsideration is respectfully requested. Upon reconsideration, it is also respectfully submitted that this application is in condition for allowance and such action is therefore respectfully requested.

Should any additional issues remain, or if I can be of any additional assistance, please do not hesitate to contact me at (650) 812-4259.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel B. Curtis", is written over a horizontal line.

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